



**Leesburg Bikefest™**  
**APRIL 27, 28, & 29, 2018**  
**Friday: 9am-2am, Saturday: 9am-2am, Sunday: 9am-5pm**



**DOWNTOWN VENDOR APPLICATION**

Name of Business: \_\_\_\_\_

Owner/Manager of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail address: \_\_\_\_\_ Website address: \_\_\_\_\_

Business Phone (daytime) \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

**It is important that you keep us updated on new or changes in your contact information.**

By initialing this statement and providing your email address to us, you agree to receive exclusive email communications from the Leesburg Partnership and the Leesburg Bikefest. The Leesburg Partnership and the Leesburg Bikefest use SafeUnsubscribe which reliably removes your email address from our lists should you choose to no longer receive these valuable communications. We do not sell or distribute email addresses. Your privacy is important to us-please read our entire email privacy policy here: <http://ui.constantcontact.com/roving/CCPrivacyPolicy.jsp> INITIAL \_\_\_\_\_

Brief description of merchandise or service:  
\_\_\_\_\_  
\_\_\_\_\_

Space requirements: \_\_\_\_\_  
Pavement \_\_\_\_\_ Grass \_\_\_\_\_ Doesn't matter \_\_\_\_\_  
We recommend you bring temporary flooring (i.e. indoor /outdoor carpet) to protect your merchandise.

**Check List: The following must be submitted with your application to be considered.**

- Application:** (all 5 pages) filled out completely, initialed and signed.
- Cash, money order, Visa/MasterCard/American Express/ Discover** **\*\*NO PERSONAL CHECKS\*\***
- Photo/drawing:** Please attach a photograph or drawing of your booth design & setup showing which side you will be vending from and which way you will need to pull into location. This is very important for your location placement
- Fire extinguisher/flame retardant tent:** See requirements on page 4
- Sales tax: Copy of Sales Tax Certificate, if applicable.**  
Vendors without a Florida sales tax number are required to file a special event sales tax return. Sales tax is due May 1, 2018 and will be considered late after May 20, 2018. A list of vendors will be provided to the local Sales Tax Office.
- Insurance: Proof of Insurance.** See requirements on page 2

**Acceptance Policy**

Leesburg Bikefest™ is rain or shine.  
No refunds once your location has been assigned.  
Vendor fees will be immediately deposited upon receipt.  
The Leesburg Partnership, Inc. reserves the right to accept or reject any applicant for any reason.

**Contact Information**

Physical & Shipping Address  
Attn: Vendor Coordinator  
401 W. Magnolia Street  
Leesburg, FL 34748  
Web Site: [www.LeesburgBikefest.com](http://www.LeesburgBikefest.com)  
Direct phone number: 352-365-0053

Mailing Address  
Attn: Vendor Coordinator  
P.O. Box 490043  
Leesburg, FL 34749-0043  
Email: [eventmanager@leesburgpartnership.com](mailto:eventmanager@leesburgpartnership.com)  
Fax: 352-365-0082 Cell: 352-408-0750

Initial \_\_\_\_\_

## **\*\*\*Insurance Requirements\*\*\***

Insurance Deadline is April 6, 2018

All Vendors must provide the Leesburg Partnership, Inc. with a certificate of general liability insurance for \$300,000 per occurrence and \$600,000 aggregate, with no exclusions for products/completed operations, naming the Leesburg Partnership, Inc. and its affiliated organizations as additionally insured. The policy to which the additional insured is added applies on a primary basis in relation to the additional insured's own policy, which will be non-contributing. The name on the policy must match application. Please request a form ACCORD 25 or equivalent, with the description of operations being: The Leesburg Bikefest, Event date: April 26-29, 2018

INSURANCE: The Leesburg Partnership has available a General Liability Insurance Service to eligible vendors needing the required insurance coverage. The fee for this is \$100. This insurance policy meets the responsibility to be a vendor at Bikefest™ and to your customers should there be an accident within your booth. This policy does not cover your property or merchandise. Businesses that sell the following merchandise are not eligible to be listed on master policy: Guns, knives, power equipment such as motorcycles, chain saws, electric tools, medical health products or services such as tattoos, prescription glasses, fitted ear plugs, tobacco products, etc. This list is not inclusive and is subject to insurance underwriters review.

### **All certificates must be sent to the following:**

Leesburg Partnership

PO Box 490043

Leesburg, FL 34749

Fax: (352) 365-0082

Email: [eventmanager@leesburgpartnership.com](mailto:eventmanager@leesburgpartnership.com)

### **Workers' Compensation:**

“Vendor shall carry workers' compensation insurance as required by applicable state law. Notwithstanding this subsection, because Workers' Compensation coverage does not extend to owners of companies, including sole proprietors, Vendor retains legal and statutory obligations for damages due to any work-related/on-the-job injuries, bodily injuries either by accident or disease, occurring to Vendor, employees, agents, or servants as a result of employment. In such case, Vendor agrees to maintain in full force and effect personal health insurance for the entire term of this Agreement”

Should Vendor choose or is not required to provide Workman Compensation Insurance, Vendor agrees to the following:

**ASSUMPTION OF RISK: VENDOR IS AWARE THAT, NEITHER VENDOR NOR LEESBURG PARTNERSHIP IS PROVIDING VENDOR WITH WORKMAN COMPENSATION INSURANCE. FURTHERMORE, VENDOR HAS ELECTED NOT TO PURCHASE OR PROVIDE PROOF OF WORKMAN COMPENSATION INSURANCE TO LEESBURG PARTNERSHIP. VENDOR MAY BE EXPOSED TO PERSONAL INJURY OR DEATH AS A RESULT OF VENDOR'S ACTIVITIES, THE ACTIVITIES OF OTHERS, OR THE CONDITIONS UNDER WHICH SERVICES ARE PERFORMED. WITH KNOWLEDGE OF THESE RISKS, VENDOR AGREES TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH, AND VENDOR and VENDORS AGENTS VERIFIES THIS STATEMENT BY PLACING VENDORS INITIALS HERE: \_\_\_\_\_**

Release: In consideration of the opportunity to provide services to Leesburg Partnership, VENDOR hereby agrees that VENDOR, its successors, assignees, heirs, guardians and legal representatives, will not make any claim against Leesburg Partnership or any of its affiliated organizations, Health Plans, Insurances or their officers, directors, or employees for work related injury, death or damage resulting from the acts or omissions of any person or entity, however caused, arising from providing services at Leesburg Partnership. Without limiting the generality of the foregoing, VENDOR hereby waives and releases any rights, actions or causes of action resulting from work related personal injury or death, sustained in providing services at Leesburg Partnership; provided, however, that the injury, death or damage was not caused by an act or omission that was grossly negligent, VENDOR further understands that VENDOR is responsible for all and any medical bills caused from providing services at Leesburg Partnership.



# General Rules and Regulations

**Please read carefully and initial that you have read and agree to abide by all Rules & Regulations**

- ALL Vendors **MUST** check-in for further instructions and receive your vendor packet **BEFORE** setting up. All monies due must be paid in full and a copy of your insurance certificate on file prior to receiving your vendor packet.
- **Vendor displays must stay within designated square footage of space requested. This includes display racks, tables, awnings, trailer tongue, tie downs, etc. If you need additional space in front of or behind your space for display racks please add footage to your size request. You will be charged for any extra footage outside of your designated space per square foot.**
- Vendor spaces that are between two buildings must allow foot traffic on both sides. **Sidewalks must be kept open.**
- Vendor setup in most areas is after 6:00 pm on Thursday, once the streets are closed. Your display must be set up by 8:00am Friday morning and all vehicles must be out of the vending area by 8:00am each morning.
- Vendors are **REQUIRED** to remain open from **9am to 9pm Friday and Saturday (No later than 2am) and 9am to 5pm on Sunday.**
- City of Leesburg requires that all vendors must be completely out of the event area by 11:59pm Sunday, April 29, 2018. Please plan accordingly.
- **All vendors must leave location clean of trash, zip ties and debris. Each location will be inspected and noted on what condition your space was left in. Photos and a \$100.00 invoice will be sent to you if it is not.**
- All bagged trash and broken down cardboard boxes must be placed next to trash receptacles.
- Vendors Shipping Merchandise: Please note that we are not responsible for any merchandise that is delivered to our shipping address, 401 W Magnolia St, Leesburg, FL 34748. If you are having merchandise shipped prior to the event, please notify us. No C.O.D. packages will be accepted. Due to limited space, packages must be picked up by 9am Friday morning. We do not deliver packages during the event.
- 24-Hour security is provided from Thursday evening through Sunday afternoon within the designated event area. However, The City of Leesburg and the Leesburg Partnership, Inc. are not responsible for any theft, vandalism, damage or loss of business caused by others.
- Two ID badges with your business name & booth number will be provided to each vendor. Additional badges are \$5.00 each and must be requested in advance.
- No vendor may assign, sublet or apportion all or any parts of the privileges or of the space assigned to them, nor permit any other party to exhibit herein, other than the business to which the space is assigned and insured.
- If you hire an outside tent company to set up your tent, they must contact the Event Manager for setup and breakdown instructions.
- Absolutely no tent stakes allowed anywhere (streets, pavement or grass.) Please instruct your tent rental company of this important rule.
- **Any tent over 120 square feet shall be flame retardant. All vendors must have in their tent at least (1) 3A40BC fire extinguisher with a current inspection tag by a licensed fire extinguisher company and “No Smoking” sign(s) displayed.**
- You are solely responsible for obtaining all state required licenses and permits necessary to operate your business at the Leesburg Bikefest™
- **Merchandise displaying any wording reference to Leesburg Bikefest™, Bike Rally, Leesburg Bikefest™, Leesburg, Florida 2018 or Leesburg will not be allowed. The Leesburg Partnership, Inc. reserves the exclusive right to the sales of “Leesburg Bikefest™ T-shirts, Pins, Patches and Novelties.”**
- **No wording of Official Event Merchandise will be allowed on any signage. Leesburg Partnership, Inc. reserves all rights to any and all official event merchandise.**
- **No merchandise considered obscene or drug paraphernalia will be allowed as determined in Leesburg Partnership, Inc.’s sole discretion.**
- **No water, food or beverages will be allowed to be sold from your booth. This also includes giving it away for free.**
- **We do not offer exclusive merchandise category.**
- **Violation of the above policies may result in immediate ejection from the event and loss of booth fee.**

## PARKING

- **Vendor Parking:** Vendors must park in designated areas (location map provided at check-in). Vendor parking pass must be displayed on the driver's side of the windshield. Leesburg Partnership is not responsible for towed vehicles outside of designated areas and for improper display of parking pass. You will receive (2) two parking passes.
- A cell phone number must be provided to place on parking passes.
- Storage trailers, vehicles and RVs are not allowed to be parked behind booths due to fire codes and access issues and must park in designated areas only or nearby campgrounds listed on our website.

By initialing vendor agrees that he/she has read and understands the "Rules and Regulations" of the event provided with this application and will be able to comply as described. The undersigned understands noncompliance will result in immediate removal from the event.

### Hold Harmless and Indemnification

I hereby agree to INDEMNIFY, RELEASE, and HOLD HARMLESS the Leesburg Partnership, Inc, Leesburg Partnership II, Leesburg Partnership III LLC, Leesburg Partnership IV LLC, Leesburg Partnership V LLC and the City of Leesburg and the Officers, Directors, Sponsors, Agents, Leagues, and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs at trial and on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of any death, personal injury or damage to property arising in any manner from my direct or indirect participation in the 2017 Leesburg Bikefest™, including any such rights, actions, causes of action, suits, losses, damages, judgments, claims, and claims of liabilities arising out of or resulting from the negligence of these entities or any of their agents, servants, employees or any independent contractors acting on their behalf. I further agree that this Hold Harmless Agreement shall apply in the event I am disabled, injured, or incur disease of a temporary or permanent nature while participating in, or die as a result of participating in, this activity regardless of the cause, including negligence of the above entities, their agents, servants, employees or independent contractors.

### Miscellaneous

This Agreement has been delivered in the County of Lake, State of Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this agreement shall be Lake County, Florida. This Agreement may not be modified or amended nor shall any provision of it be waived except by in writing signed by the parties, and in the case of the City of Leesburg, approved by the Leesburg City Commission at a public meeting.

1. In signing this application, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

I understand that I will not be allocated space until all of the above documentation is on file in the Leesburg Partnership, Inc. office and my fees are paid in FULL. All fees are non-refundable once location has been assigned. I certify that I have fully read and understand the contents of this application and that I fully agree to all of its terms and conditions.

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Accepted by: **Joe Shipes** \_\_\_\_\_